

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

CEMENT MASON

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA
COUNTIES

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

ELEVEN SOUTHERN CALIFORNIA COUNTIES CEMENT MASONS

This Agreement entered into this first day of July, 2000, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and the Eleven Southern California Counties Cement Masons; Cement Masons Local Unions: 500 and 600, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

R E C E I V E D
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

ARTICLE X

Safety, Parking, Drinking Water, Jobsite Transportation, Signing of Documents

1001. SAFETY

The Union shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention; and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1001.1 All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

1001.1.1 An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

1001.2 The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.

1002. PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

1003. DRINKING WATER

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

1004. JOBSITE TRANSPORTATION

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

1005. SIGNING OF DOCUMENTS

Workmen and/or employees shall not be required to sign any documents other than those required by law and any document contained in this Agreement. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

ARTICLE XI

Qualifications

1101. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the Provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Unions on whose behalf the said parties are signing the said Agreement.

1609. Any workman or employee reporting for work at the regular starting time for whom no work is provided shall receive pay for two (2) hours at the stipulated rate and all fringe benefits for his classification for so reporting unless he has been notified before the end of his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and all fringe benefits for his classification and, if more than four hours are worked in any one (1) day, shall receive not less than a full day's pay therefor, unless prevented from working for reasons beyond the control of the employer, including, but not limited by, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the employer or his agent. Workmen or employees referred under Article III of this Agreement to the Employers' job who arrive in an unfit condition for work without proper tools, credentials, or who are not ready to go to work or who are not otherwise qualified shall not be paid showup time, or subsistence. The employee shall furnish the Employer with his current address and phone number, if any. The Employer shall furnish the employee with the Employer's current address and telephone number at the time of employment. Cement Masons who voluntarily quit shall receive pay only for hours worked.

With respect to Section 1602.4, any employee who reports for work and for whom work is provided shall receive not less than five (5) hours' pay, and, if more than five (5) hours are worked in any one (1) day, shall receive not less than ten (10) hours' pay, except, however, if after five (5) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked.

1609.1 When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

1609.1.1 If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.

1609.1.2 In order to qualify for this two (2) hours' pay (and subsistence if applicable) the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the Employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

1610. Employees shall travel to and from their work on their own time and by means of their own transportation.

1611. SUBSISTENCE:

1611.1 In the subsistence area as hereafter defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

1611.2 An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

1611.3 No subsistence need be furnished or paid in the following instances:

1611.3.1 Where work performed on the job or project is located within the free zone designated in Exhibit "A."

1611.3.2 When the home of an employee, at the time a job is bid or commitment made on non-bid projects, is located within thirty-five (35) road miles of the job or project which is located in the subsistence area.

1611.3.3 When an employee has been notified by the Contractor prior to his arrival at the jobsite not to report for work.

1611.4 Subsistence shall be paid at the rate of thirty-two (\$32.00) per day in the Counties of Inyo and Mono.

1611.5 Subsistence as provided in this Paragraph shall be paid on projects on the following off-shore islands:

San Miguel Island
Santa Rosa Island
Anacapa Island
(Channel Island Monument)
Santa Barbara Island
San Clemente Island

Santa Catalina Island
Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island

1611.5.1 Employees reporting at the embarkation point for travel to the above named islands, shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation at the time and place designated by the Contractor.

1611.5.2 In lieu of subsistence, the Contractor may provide and maintain acceptable room and board, on or immediately adjacent to the project, seven (7) days per week, in compliance with California State laws.